

JUN 09 2008

JAMES N. HATTEN, Clerk  
By: Deputy Clerk

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SOLOMON R. VEREEN,

Plaintiff,

v.

MAJOR EVERETT, OSMOND CONSULTING,  
EHHK CONSTRUCTION, LLC, MANN &  
MORAN, PC, IMPAC FUNDING CORP.,  
MONICA K. GILROY, ADAM SILVER,  
MCCALLA RAYMER, LLC, COUNTRYWIDE  
HOME LOANS, DEUTSCHE BANK, JOHN  
ROBINSON, GERALD ROEBUCK AND  
JEVORA HALL,

Defendants.

CIVIL ACTION FILE

NO. **1 08 - CV - 1 969**

**RWS**

COMPLAINT

COMES NOW Solomon R. Vereen, Plaintiff in the above-styled  
action and shows to the Court the following:

JURISDICTION

1.

The Court has jurisdiction pursuant to the Fifth and  
Fourteenth Amendments of the United States Constitution as well  
as the Constitution of the State of Georgia. Additional  
jurisdiction is predicated upon 42 U.S.C. 1983 et. seq. due to  
the civil rights violation.

PARTIES

2.

Plaintiff resides at 7372 Vista Pointe Trail, City of Stone Mountain, County of DeKalb, State of Georgia and is subject to the Court's jurisdiction.

3.

Defendant Major Everett, is subject to the jurisdiction of this Court and may be serve at MAJ Thirty-Nine, Inc., 3355 Lenox Road, Suite 750, Atlanta, Georgia 30326.

4.

Defendant Osmond Consulting, LLC, is subject to the jurisdiction of this Court and may be served at 5231-E Memorial Drive #246, Stone Mountain, Georgia 30083

5.

Defendant EHHK Consulting, LLC is subject to the jurisdiction of this Court and may be served at 5231-E Memorial Drive, #246, Stone Mountain, Georgia 30083.

6.

Defendant Monica K. Gilroy, is subject to the jurisdiction of this Court and may be served at Dickenson Gilroy, LLC, 3780 Mansell Road, Suite 140, Alpharetta, Georgia 30022

7.

Defendant Adam Silver is subject to the jurisdiction of this Court and may be served at Six Concourse Parkway, Suite 3200, Atlanta, Georgia 30328

8.

Defendant McCalla Raymer, LLC is subject to the jurisdiction of this Court and may be served at 1544 Old Alabama Road, Roswell, Georgia 30076.

9.

Defendant Countrywide Home Loans (hereinafter "Countrywide") is subject to the jurisdiction of this Court and may be served at c/o Prentice-Hall Corporation System, 40 Technology Parkway South, #300, Norcross, Georgia 30092.

10.

Defendant Deutsche Bank is subject to the jurisdiction of this Court and may be served care of its registered agent, CT Corporation System, 1201 Peachtree Street, N.E., Atlanta, GA 30361.

11.

Defendant John Robinson is subject to the jurisdiction of this court and may be served at McLarty, Robinson & Van Voorhies, 150 East Ponce de Leon Avenue, Suite 330, Decatur, GA 30030-2553

12.

Defendant Impact Funding Corp. d/b/a Impac Lending Group, is subject to the jurisdiction of this Court and may be served care of its registered agent, CT Corporation System, 1201 Peachtree Street, N.E., Atlanta, GA 30361.

13.

Defendant Mann & Moran, PC is subject to the jurisdiction of this Court and may be served at 1618 Thompson Avenue, East Point, Georgia 30344.

14.

Defendant Gerald Roebuck is subject to the jurisdiction of this Court and may be served at 206 West 137<sup>th</sup> Street, New York New York 10030.

15.

Defendant Jevora Hall is subject to the jurisdiction of this Court and may be served at MAJ, Thirty-Nine, Inc., 3355 Lenox Road, Suite 750, Atlanta, Georgia 30322

STATEMENT OF FACTS

16.

It is Plaintiff's position that the Defendants, jointly and severally, have violated the Plaintiff's civil and due process rights by the following acts and actions, in pertinent part and shows the Court the following: /

17.

In the spring of 2003, Plaintiff entered into a purchase and sale agreement with the landlord of the property he was renting at 7372 Vista Pointe Trail, Stone Mountain, Georgia 30087 (the "Property").

18.

The owner of the property, Mr. Gerald Roebuck ("Roebuck"), did not at any time disclose to Plaintiff that he had filed a bankruptcy on December 31, 2002 or that the property had been foreclosed on in March, 2003. However, Roebuck did disclose his bankruptcy status to Countrywide, who held the security deed (1<sup>st</sup> lien) on the Property and Roebuck's loan was being serviced by Countrywide's bankruptcy department.

19.

This foreclosure was invalid not only because it was done in violation of the automatic stay but because Defendants EHHK Construction, LLC ("EHHK"), Everett ("Everett") and Osmond Consulting ("Osmond"), companies owned by Everett, did not transfer full and complete title as they did not have clear title at the time. They also did not advertise a proper foreclosure notice in the Champion newspaper as required by law. Furthermore, Everett has been a named defendant in a federal case concerning mortgage fraud (1:03-CV-1425-CAP, Northern

District of Georgia, 2006), where Everett was convicted of mortgage fraud and the architect of the entire scheme.

20.

Attorneys for Defendant Countrywide and Deutsche Bank ("Deutsche"), Defendant Monica Gilroy ("Gilroy"), McCalla Raymer, LLC, and in turn Defendant Adam Silver ("Silver") still took illegal steps to have Plaintiff evicted from said Property, even as he pursued all legal avenues to ratify his position as a *bona fide* purchase because of the Defendants' failure to follow property bankruptcy court procedures and abide by the bankruptcy court law.

21.

Plaintiff was offered \$5,000.00 to vacate the Property, or, if he refused, he will be subject to further legal action, even though he has appealed the matter to the United States Supreme Court (Case No. 07-667).

22.

This situation also put strain on Plaintiff's marriage, his financial situation and his health.

23.

Mann & Moran, PC performed a closing for Defendant Everett and Osmond with clouds pre-existing to property title. Also allowed Jevora Hall to sign closing documents for "straw buyer"

Tavarus Newson as attorney-in-fact without a valid power of attorney and not filing valid power of attorney on record. Also Mann & Moran , PC, made false and misleading statements to Impact Funding Corp. ("Impact") in order for \$299,250.00 to be advanced to Defendants Everett and Osmond with existing title issues on property.

24.

Countrywide accepted payoff payment from Defendants Everett and Osmond while Roebuck (Seller) mortgage was in bankruptcy status in Countrywide system, and with notice of Bankruptcy Court's Order vacating its prior Order granting Osmond relief from the automatic stay.

25.

Impact Funding willfully sold and assigned its purported security deed to Deutsche Bank with prior notice and knowledge of acts of mortgage fraud being committed by Everett and Osmond.

COUNT ONE - DEFENDANT'S FIFTH AMENDMENT VIOLATIONS

26.

Plaintiff re-alleges paragraphs 1 through 25 above and incorporate them by reference as if fully set forth herein. It is Plaintiff's position that the Defendants violated the Plaintiff's Fifth Amendment rights under and pursuant to the United States constitution, to wit: /

27.

The mortgage fraud of Defendants Everett, EHHK and Osmond resulted in the unlawful taking of Plaintiff's property in violation of the Fifth Amendment.

28.

Defendants Gilroy, McCalla Raymer, LLC and Silver, on behalf of Defendants Countrywide and Deutsche, knowingly, intentionally and in violation of Plaintiff's Fifth Amendment rights, pursued said unlawful taking of Plaintiff's property, even though evidence was presented that the foreclosure was invalid, both procedurally, as well as a result of the dismissal of the bankruptcy that was filed prior to said foreclosure.

29.

Defendant Robinson, acting as a special master in the Superior Court of DeKalb County, made erroneous legal conclusions and ratified the unlawful taking of the property.

COUNT TWO - DEFENDANTS' FOURTEENTH AMENDMENT VIOLATIONS

30.

Plaintiff re-alleges paragraphs 1 through 29 above and incorporate them by reference as if fully set forth herein. It is Plaintiff's position that the Defendants violated the Plaintiff's Fifth Amendment rights under and pursuant to the United State Constitution, to wit: /



31.

The mortgage fraud of Defendants Everett, EHHK and Osmond caused Plaintiff to have to defend his right to the Property, resulted in the violation of Plaintiff's right to equal protection and due process under the law.

32.

Defendants Gilroy, McCalla Raymer and Silver, on behalf of Defendants Countrywide and Deutsche, further denied the Plaintiff of his Fourteenth Amendment rights of equal protection and due process by continuing to pursue legal action against Plaintiff to evict him from the property, while he was pursuing the legal process from the Superior Court of DeKalb county, Supreme Court of Georgia and finally, the Supreme Court of the United States.

33.

Defendant Robinson deprived Plaintiff of his Fourteenth Amendments rights by erroneously interpreting the controlling federal bankruptcy law and failing to ensure said law be applied equally among and between those parties that appeared before said Court.

34.

Defendant Mann & Moran performing closing on behalf of Everett and Osmond with pre-existing title issues (Court ordered

property back to Roebuck), causing Plaintiff to have to defend his rights to the Property, resulting in the violation of Plaintiff's right to equal protection and due process under the law.

35.

Defendant Impac Funding Corp with prior notice and knowledge of acts of mortgage fraud committed by Everett, Osmond and Mann & Moran, still sold purported security deed note to Deutsche causing Plaintiff to have to defend his rights to the property resulting in the violation of Plaintiff's right to equal protection and due process under the law.

36.

Defendant Roebuck's breach of the warranty of title, causing Plaintiff to have to defend his rights to the property resulting in violation of Plaintiff's right to equal protection and due process under the law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands a jury trial and the following relief of the non-immune parties:

A. Actual damages in the amount of Three Hundred Forty-Seven Thousand Dollars (\$347,000.00) the value of the property sought to be unlawfully taken.

B. compensatory damages in the amount of One Hundred Thousand Dollars (\$100,000.00), or such amount that the jury may determine appropriate to compensate the Plaintiff for the emotional harm and injury suffered by the action and actions of Defendants.

C. Punitive damages in the amount of One Million Dollars (\$1,000,000.00), or such amount that the jury may determine adequate to ensure that the Defendants never again commit the same acts and actions against the Plaintiff or anyone in the Plaintiff's position.

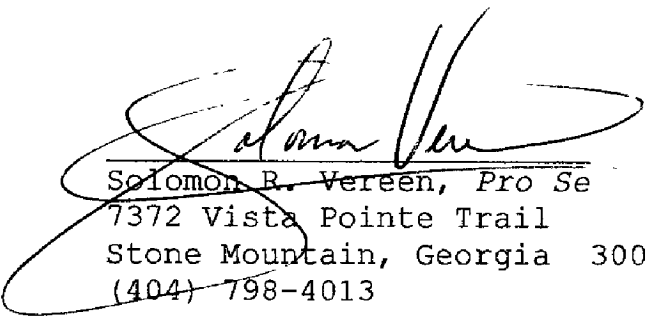
D. That the property records be corrected to reflect the proper application of the federal bankruptcy law, which holds Plaintiff to have good and clear title;

E. That the Court award the Plaintiff all costs of bringing and maintaining the above-styled cause of action, including but not limited to, attorneys fees, if applicable.

F. That Defendants Countrywide, Deutsche, Silver, Gilroy and McCalla Raymer, LLC cease and desist from any further action(s) to dispossess or evict Plaintiff from property, until this case can be heard by this Court and that each Defendant listed above be charged with additional punitive damages of \$1,000,000.00 each if Plaintiff is dispossessed or evicted from property before this case is heard.

G. That the Court grant the Plaintiff any other relief that the Court deems Plaintiff is entitled to under equity or that justice may require.

Respectfully submitted this 9 day of June, 2008.



Solomon R. Vereen, Pro Se  
7372 Vista Pointe Trail  
Stone Mountain, Georgia 30087  
(404) 798-4013

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SOLOMON R. VEREEN,

Plaintiff,

V.

MAJOR EVERETT, OSMOND CONSULTING,  
EHHK CONSTRUCTION, LLC, MANN &  
MORAN, PC, IMPAC FUNDING CORP.,  
MONICA K. GILROY, ADAM SILVER,  
MCCALLA RAYMER, LLC, COUNTRYWIDE  
HOME LOANS, DEUTSCHE BANK, JOHN  
ROBINSON, GERALD ROEBUCK AND  
JEVORA HALL,

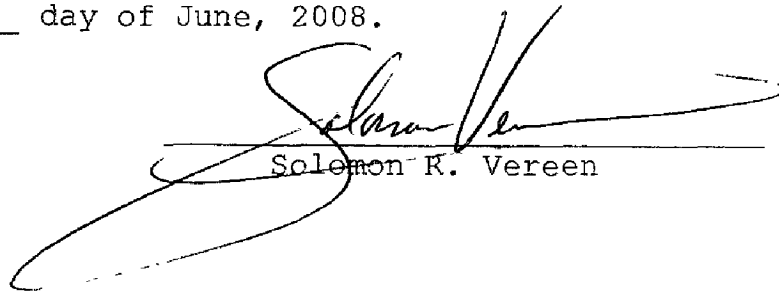
Defendants.

CIVIL ACTION FILE  
NO. \_\_\_\_\_

VERIFICATION OF COMPLAINT

Pursuant to Title 28, United States Code, Section 1746, I,  
Solomon R. Vereen, do hereby state that the foregoing Complaint  
is true and correct to the best of my knowledge and belief.

Signed this 9 day of June, 2008.

  
Solomon R. Vereen

Solomon, Vernon  
P.O. Box 44184  
ATL GA 30336

*Linda Carter*

Linda Carter  
Clerk of Superior Court DeKalb Cty. Ga.  
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY OFFICE ON AUGUST 29, 2003.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
IN RE

Chapter 13  
Case No. 02-43805 CB

**GERARD ROEBUCK,**

Debtor.  
-----X

**ORDER VACATING PRIOR ORDER OF THIS COURT DATED FEBRUARY 6, 2003  
IN GRANTING OSMOND CONSULTING, LLC RELIEF FROM AUTOMATIC STAY**

A motion, brought on by notice, by Debtor, GERARD ROEBUCK, for an Order vacating Creditor Osmond Consulting, LLC's prior Order dated February 6, 2003 granting it Relief from the Automatic Stay and for other Requested Relief concerning Debtor's property located at 7372 Vista Point Trail, Stone Mountain, GA 30087 of DeKalb County

*The motion being returnable before this court on July 24, 2003.*

**NOW, UPON THE FILING AND READING** of Debtor's Notice of Motion and the annexed supporting Affidavit, sworn to July 3, 2003, with exhibits, and the affidavit or proof of service of these papers, all appearing satisfactory to this court, the creditor Osmund Consulting, LLC failing to appear, and after oral argument before this Court on said date, by the Debtor, and at said time and after due deliberation,

Now, upon the motion of GOLDBERG, SCUDIERI, LINDENBERG & BLOCK, P C., attorneys for Debtor, GERARD ROEBUCK, is it hereby

**ORDERED, ADJUDGED AND DECREED**

that for good cause shown, the **MOTION** is **GRANTED**, and the this Court's prior Order dated February 6, 2003 is hereby vacated **FORTHWITH**, and it is further

C:\roebuck,gerard\notset\la\7-24-03



**ORDERED** that this court finds that the transfer of the property located at 7372 Vista Point Trail, Stone Mountain, GA 30087 of DeKalb County which took place on January 7, 2003 was in violation of U.S.B.C Section 362, the automatic stay.

So Ordered

Dated New York, New York  
August 19, 2003

Deed Book 14944 Pg 798

*Linda Carter*

Linda Carter  
Clerk of Superior Court DeKalb Cty. Ga.  
A PERSON WHO VIOLATES THIS COURT'S ORDER OR DECREE OR VIOLATES THE AUTOMATIC STAY

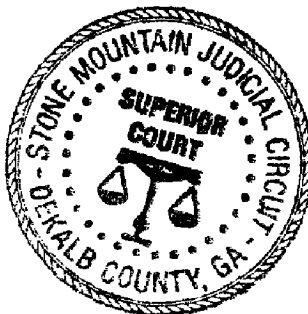
ENTER.

/s/ Cornelius Blackshear  
Honorable Cornelius Blackshear,  
United States Bankruptcy Judge

I hereby attest and certify on August 26, 2003  
that this document is a full, true and correct  
copy of a original filed on the court's  
electronic case filing system

Clerk, US Bankruptcy Court, SDNY

By: Carmen Y. Dege Deputy Clerk



C:\rochuck,gerard,,notset\fa\7-24



I hereby certify the within and foregoing to be a true, correct and complete copy of the original that appears in BK 14944 PG 798 in this office this 22nd day of Feb 2007  
**LINDA CARTER** Clerk of Superior Court, DeKalb County, GA  
By Linda Carter Deputy Clerk  
not valid unless signed in black ink

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

Chapter 13

GERARD ROEBUCK

Case No. 02- 43805 (CB)

Debtor.

-----X

**NOTICE OF MOTION**

COUNSELOR:

PLEASE TAKE NOTICE, that upon the application of the Debtor, GERARD ROEBUCK, by its undersigned counsel, shall move before the Honorable Cornelius Blackshear, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York, on July 24<sup>th</sup> , 2003 at 10 AM. or as soon thereafter as counsel can be heard, for an Order:

- a. vacating the Order Granting Lift of Automatic Stay entered herein dated February 6, 2003,
- b. Setting aside the Deed Under Power of Sale to Osmond Consulting, LLC Deed dated January 7, 2003 , purporting to convey title of the Debtor's Property located at 7372 Vista Point Trail, Stone Mountain, GA 30087 of DeKalb County
- c. granting movant any and all other and further such relief that this Court deems just, proper, equitable and appropriate under all of the circumstances herein..

Dated: New York, New York  
July 2, 2003



Yours, etc.,

GOLDBERG, SCUDIERI, LINDENBERG &  
BLOCK, P.C.

Attorneys for Debtor

45 West 45th Street, Suite 1401

New York, New York 10036-4602

(212) 921-1600

By:

/S/

Mark K. Lindenberg, Esq. (ML-7671)

TO: Major Everett  
Osmond Consulting, LLC  
5231-E memorial Drive, Ste. 246  
Stone Mountain, GA 30083  
fax: 404/581-0358

Jeffrey Sapir  
Chapter 13 Trustee  
399 Knowlwood Road, Ste 102  
White Plains, NY 10603

Settlement Date: August 1, 2003.  
Time: 10:00 A.M.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE:

Chapter 13  
Case No. 02-43805 CB

AFFIDAVIT OF SERVICE

GERARD ROEBUCK,

Debtor.

STATE OF NEW YORK }

COUNTY OF NEW YORK }

ss.:

I, THADDECIA ANDREWS, being sworn, say; I am not a party to the action, am over 18 years of age and work at 45 West 45th Street, Suite 1401, New York, New York 10036-4602.

On July 25, 2003, I served the within Notice of Settlement with Order Vacating Prior Order of this Court dated February 6, 2003 in Granting Osmond Consulting, LLC Relief from Automatic Stay, regular First Class Mail, by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within New York State, addressed to each of the following persons at the last known address set forth after each name:\*

\* Major Everett  
Osmond Consulting, LLC  
5231-E Memorial Drive, Ste. 246  
Stone Mountain, GA 30083

\* Jeffrey Sapir  
Chapter 13 Trustee  
399 Knowlwood Road, Ste. 102  
White Plains, NY 10603

*Thaddecia Andrews*  
THADDECIA ANDREWS

Sworn to before me this  
25 day of July 2003

*Mark K. Lindenberg*  
NOTARY PUBLIC  
MARK K. LINDENBERG  
Notary Public State of New York  
No. 02LI5081011  
Qualified in New York County  
Commission Expires June 30, 2007

PAGE 03

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10:12

11/10/2003

NOTICE OF ENTRY

PLEASE take notice that the within is a (certified) true copy of a duly entered in the office of the clerk of the within named court on

Dated,

Yours, etc.

GOLDBERG, SCUDIERI, LINDENBERG & BLOCK, P.C.  
Attorneys for

Office and Post Office Address  
45 WEST 45TH STREET, SUITE 1401  
NEW YORK, NEW YORK 10036-4802

To

Attorney(s) for

NOTICE OF SETTLEMENT

PLEASE take notice that an order of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

on

at M

Dated,

Yours, etc.

GOLDBERG, SCUDIERI, LINDENBERG & BLOCK, P.C.  
Attorneys for

Office and Post Office Address  
45 WEST 45TH STREET, SUITE 1401  
NEW YORK, NEW YORK 10036-4802

To

Attorney(s) for

Case No. 02-43805-cb Year  
UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE:

GERARD ROEBUCK,

Debtor.

NOTICE OF SETTLEMENT WITH  
ORDER VACATING PRIOR ORDER OF THIS  
COURT DATED FEBRUARY 6, 2003 IN  
GRANTING OSMOND CONSULTING, LLC  
RELIEF FROM AUTOMATIC STAY

Signature (Rule 130-1.1, a)

Print name beneath

MARK K. LINDENBERG, ESQ.

GOLDBERG, SCUDIERI, LINDENBERG & BLOCK, P.C.  
Attorneys for Debtor

Office and Post Office Address, Telephone  
45 WEST 45TH STREET, SUITE 1401  
NEW YORK, NEW YORK 10036-4802  
(212) 921-1600

To

Attorney(s) for

Service of a copy of the within is hereby admitted.  
Dated

Attorney(s) for

*Linda Carter*  
Linda Carter  
Clerk of Superior Court DeKalb Cty. Ga.

... from somewhat before me  
 July 1, 2006 this 27th day of  
 June, 2007